



3100 E. HIGH ST.
JACKSON, MI 49204-0927
PHONE 517 787-5500

DUNS: 17-493-3994

ANGOLA

RD: 538-1447

BILL TO:

General Products/Angola
Attn: Accounts Payable
2400 E South St
Jackson, MI 49202

AUG 06 2002 SHIP TO: General Products/Angola
1411 WOHLERT ST
ANGOLA, IN 46703

ORDERED BY: BOB MILLER

PLEASE REFER TO INVOICE NUMBER ON ALL INQUIRIES

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER RELEASE NUMBER	INVOICE DATE	INVOICE NUMBER
06340100	10014640		8/02/02	CHB0170JI

DATE SHIPPED	PACKING SLIP NO.	SHIPPED VIA	F.O.B.	SALESPERSON
8/02/02	JI5700263	UPS DIRECT	SHIPPING POINT	MIKE GIMENEZ 01852

QUANTITY ORDERED	DESCRIPTION	LENGTH / SIZE	UNITS SHIPPED	UNIT PRICE	AMOUNT
60 EA	CNMG 433W-M3 CARBOLOY INSERTS	GRADE TP100	60 EA	6.3860 C EA	383.16 4.39 1640-20000
10 EA	C02205 CARBOLOY PART# -6500218	LOCKING SCREW	10 EA	1.9800 C EA	19.80 7444-22090

Vendor # 100030
Disc Date _____
Approval _____
Approval _____
Acct # _____

POSTED

AUG 06 2002

GROSS AMOUNT	SALES TAX	FREIGHT	DISCOUNT	INVOICE TOTAL
402.96		6.40	4.03 IF PAID BY: 8/25/02	409.36

GROUP SETTLEMENT TERMS 10TH AND 25		
CODE	DISCOUNT PERCENTAGE	PRODUCTS
A	0.0%	PROCESSING SERVICES, TAXES, ETC.
	0.5%	STEEL, ALUMINUM, PLASTICS, OTHER METALS
C	1.0%	INDUSTRIAL SUPPLIES

NET 30 DAYS

SEE BACK FOR ADDITIONAL TERMS AND CONDITIONS

SUBSCRIBE TO ALRO'S NEW
E-MEMBER NEWSLETTER
FOR THE LATEST DEVELOPMENTS AT ALRO
SUBSCRIBE AT WWW.ALRO.COM

ORDER NUMBER 20003343

450177523

ENERAL PRODUCTS CORPORATION
ACKSON, MI 49201

48736

ALRO STEEL CORP.

100030

9/5/2003 Check Number 048736

<u>Ref Nbr</u>	<u>Invc Nbr</u>	<u>Invc Date</u>	<u>Invoice Amount</u>	<u>Amount Paid</u>	<u>Disc Taken</u>	<u>Net Check Amt</u>
*** SEE SEPARATE REMITTANCE ADVICE REPORT FOR LISTING OF ALL ITEMS PAID ON THIS CHECK ***						

General Products Corporation
Detailed Remittance Advice

Period: 09-03 As of: 9/5/2003

Page: 1 of 23
Report: 03625.rpt
Company: 0000

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	ALFO STEEL CORP.	Invc Date	Status	Pay Date	Disc Date	Due Date	Discount Amt	Invoice Amt	Disc Taken	Amount Paid	Net Check Amt
048736	CK	9/5/2003	100030	DFQ0239J1	6/17/2003	A	A	8/1/2003	8/1/2003	8/1/2003	0.00	128.00	0.00	128.00	26,471.56
395952	VO		DFQ0240J1	6/17/2003	A	A	8/1/2003	8/1/2003	8/1/2003	0.00	108.85	0.00	108.85		
395953	VO		DFT0197J1	6/20/2003	A	A	8/4/2003	8/4/2003	8/4/2003	0.00	172.14	0.00	172.14		
396041	VO		DFW0213J1	6/23/2003	A	A	8/7/2003	8/7/2003	8/7/2003	0.00	471.79	0.00	471.79		
396042	VO		DFS0245J1	6/19/2003	A	A	8/3/2003	8/3/2003	8/3/2003	0.00	1,248.80	0.00	1,248.80		
396117	VO		DFW0246J1	6/19/2003	A	A	8/3/2003	8/3/2003	8/3/2003	0.00	291.00	0.00	291.00		
396118	VO		DFT0196J1	6/20/2003	A	A	8/4/2003	8/4/2003	8/4/2003	0.00	1,167.40	0.00	1,167.40		
396119	VO		DFW0210J1	6/23/2003	A	A	8/7/2003	8/7/2003	8/7/2003	0.00	90.00	0.00	90.00		
396120	VO		DFW0211J1	6/23/2003	A	A	8/7/2003	8/7/2003	8/7/2003	0.00	31.30	0.00	31.30		
396121	VO		DFW0212J1	6/23/2003	A	A	8/7/2003	8/7/2003	8/7/2003	0.00	128.00	0.00	128.00		
396122	VO		DFX0236J1	6/24/2003	A	A	8/8/2003	8/8/2003	8/8/2003	0.00	103.10	0.00	103.10		
396177	VO		DFX0237J1	6/24/2003	A	A	8/8/2003	8/8/2003	8/8/2003	0.00	61.00	0.00	61.00		
396178	VO		DFY0238J1	6/25/2003	A	A	8/9/2003	8/9/2003	8/9/2003	0.00	265.15	0.00	265.15		
396365	VO		DFY0239J1	6/25/2003	A	A	8/9/2003	8/9/2003	8/9/2003	0.00	61.00	0.00	61.00		
396366	VO		DDF10209J1	6/27/2003	A	A	8/11/2003	8/11/2003	8/11/2003	0.00	167.40	0.00	167.40		
396445	VO		DF10210J1	6/27/2003	A	A	8/11/2003	8/11/2003	8/11/2003	0.00	68.70	0.00	68.70		
396446	VO		DF40214J1	6/30/2003	A	A	8/14/2003	8/14/2003	8/14/2003	0.00	50.12	0.00	50.12		
396447	VO		DF44049JX	6/30/2003	A	A	8/14/2003	8/14/2003	8/14/2003	0.00	341.90	0.00	341.90		
396448	VO		DF44050JX	6/30/2003	A	A	8/14/2003	8/14/2003	8/14/2003	0.00	84.06	0.00	84.06		
396449	VO		DF44051JX	6/30/2003	A	A	8/14/2003	8/14/2003	8/14/2003	0.00	53.04	0.00	53.04		
396450	VO		DF44052TL	6/30/2003	A	A	8/14/2003	8/14/2003	8/14/2003	0.00	154.57	0.00	154.57		
396451	VO		DF44052TL	6/26/2003	A	A	8/10/2003	8/10/2003	8/10/2003	0.00	790.40	0.00	790.40		
396452	VO		DFX0238J1	6/24/2003	A	A	8/8/2003	8/8/2003	8/8/2003	0.00	1,466.32	0.00	1,466.32		
396527	VO		DFY0240J1	6/25/2003	A	A	8/9/2003	8/9/2003	8/9/2003	0.00	282.79	0.00	282.79		
396528	VO		DFY0241J1	6/25/2003	A	A	8/9/2003	8/9/2003	8/9/2003	0.00	3,258.81	0.00	3,258.81		
396529	VO		DGA0207J1	7/1/2003	A	A	8/15/2003	8/15/2003	8/15/2003	0.00	529.80	0.00	529.80		
396599	VO		DGA0208J1	7/1/2003	A	A	8/15/2003	8/15/2003	8/15/2003	0.00	4,310.40	0.00	4,310.40		
396600	VO		DGA0209J1	7/1/2003	A	A	8/15/2003	8/15/2003	8/15/2003	0.00	96.10	0.00	96.10		
396601	VO		DGA0210J1	7/1/2003	A	A	8/15/2003	8/15/2003	8/15/2003	0.00	492.60	0.00	492.60		
396602	VO		DGA0211J1	7/1/2003	A	A	8/15/2003	8/15/2003	8/15/2003	0.00	1,217.00	0.00	1,217.00		
396603	VO		DGB3900TL	7/2/2003	A	A	8/16/2003	8/16/2003	8/16/2003	0.00	192.17	0.00	192.17		
396719	VO		DGA0208J1	7/1/2003	A	A	8/16/2003	8/16/2003	8/16/2003	0.00	269.40	0.00	269.40		
396720	VO		DGC0169J1	7/3/2003	A	A	8/17/2003	8/17/2003	8/17/2003	0.00	652.00	0.00	652.00		
396721	VO		DGC0170J1	7/3/2003	A	A	8/17/2003	8/17/2003	8/17/2003	0.00	534.02	0.00	534.02		
396722	VO		DGH0184J1	7/8/2003	A	A	8/22/2003	8/22/2003	8/22/2003	0.00	63.80	0.00	63.80		
396723	VO		DGH183J1	7/8/2003	A	A	8/22/2003	8/22/2003	8/22/2003	0.00	242.75	0.00	242.75		
396833	VO		DGB0750J1	7/2/2003	A	A	8/16/2003	8/16/2003	8/16/2003	0.00	472.00	0.00	472.00		
396834	VO		DGJ0185J1	7/10/2003	A	A	8/24/2003	8/24/2003	8/24/2003	0.00	192.20	0.00	192.20		
396930	VO		DGB0752J1	7/2/2003	A	A	8/16/2003	8/16/2003	8/16/2003	0.00	106.21	0.00	106.21		
396931	VO		DGB0753J1	7/2/2003	A	A	8/16/2003	8/16/2003	8/16/2003	0.00	90.60	0.00	90.60		
396932	VO		DGG0194J1	7/7/2003	A	A	8/21/2003	8/21/2003	8/21/2003	0.00	49.19	0.00	49.19		
396933	VO		DGH0185J1	7/8/2003	A	A	8/22/2003	8/22/2003	8/22/2003	0.00	52.19	0.00	52.19		



3100 E. HIGH ST.
JACKSON, MI 49204-0927
PHONE 517 787-5500

DUNS: 17-493-3994

RD: 538-1447

BILL TO:

General Products/Angola
Attn: Accounts Payable
2400 E South St
Jackson, MI 49202

SHIP TO:
General Products/Angola
1411 WOHLERT ST
ANGOLA, IN 46703

ORDERED BY: BOB MILLER
PLEASE REFER TO INVOICE NUMBER ON ALL INQUIRIES

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER RELEASE NUMBER	INVOICE DATE	INVOICE NUMBER	
06340100	B10016428		7/07/03	DGG0195JI	
DATE SHIPPED	PACKING SLIP NO.	SHIPPED VIA	F.O.B.	SALESPERSON	
7/07/03	JI5728918	UPS	SHIPPING POINT	MIKE GIMENEZ	01852
QUANTITY ORDERED	DESCRIPTION	LENGTH / SIZE	UNITS SHIPPED	UNIT PRICE	AMOUNT
20 EA C02205	LOCKING SCREW		20 EA	2.0400 C EA	40.80
CARBOLOY PART# -6500218					

POSTED

JUL 17 2003

Vendor # 101030
Disc Date _____
Approval _____
Approval _____
Auth # 7444.22090

GROSS AMOUNT	SALES TAX	FREIGHT	DISCOUNT	.41	INVOICE TOTAL	►	49.19
40.80		8.39	IF PAID BY:	7/25/03			
GROUP SETTLEMENT TERMS 10TH AND 25		"WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF." ANY ITEM PROVING DEFECTIVE WILL BE REPLACED BUT NO CLAIMS FOR LABOR OR DAMAGES WILL BE ALLOWED.					
CODE	DISCOUNT PERCENTAGE	PRODUCTS					
A	0.0%	PROCESSING SERVICES, TAXES, ETC					
	0.5%	STEEL, ALUMINUM, PLASTICS, OTHER METALS					
C	1.0%	INDUSTRIAL SUPPLIES					
		NET 30 DAYS					

SEE BACK FOR ADDITIONAL TERMS AND CONDITIONS

SUBSCRIBE TO ALRO'S E-MEMBER NEWSLETTER. SIGN UP AT ALRO.COM

ALRO INDUSTRIAL SUPPLY NOW CARRIES CRAFTSMAN TOOLS. CONTACT US TODAY FOR A CATALOG.

ORDER NUMBER 21921332

COMPONENT INVENTORY

COMPONENT INVENTORY

GENERAL PRODUCTS CORPORATION
 DELPHI/SATURN CONTROL ARM
 INVENTORY LEVELS @ END OF PROGRAM

End of Program Saturn Control Arm Inventory		QOH	Cost/Unit	Amount	Usage
11094487	Nut	171	\$0.0897	\$15.34	1
11096651	Bolt	46	\$0.2074	\$9.54	1
11093961	Screw	6646	\$0.0585	\$388.79	1
90575472 **	Small bracket - Support	9093	\$0.4462	\$4,056.95	1
90575473 **	Small bracket - Support	9213	\$0.4462	\$4,110.49	1
90539036 **	Clip	168846	\$0.0305	\$5,148.78	1
90495585 **	Tail Bushing	7746	\$2.7888	\$21,602.14	1
90496700 **	Ball Joint	23492	\$3.6687	\$86,185.66	2
9127784 **	Bracket	48	\$3.1727	\$152.29	1
9127785 **	Bracket	73	\$3.1727	\$231.61	1
90445758	Brake Hose	5046	\$1.5770	\$7,957.54	1
18060914A	Painted Control Arm	0	\$12.0600	\$0.00	1
18060915A	Painted Control Arm	0	\$12.0600	\$0.00	1
9224176	Hard Pipe	3976	\$0.5300	\$2,107.28	1
9224177	Hard Pipe	3885	\$0.5300	\$2,059.05	1
TOTAL				\$134,025.45	

Note: ** Purchased from Europe Euro Exchange Rate
 Service support and requirement not included above.

1.212



From

Automotive Systems

DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Agreement No: 001023-00
Date Issued: 03/31/2000

Buyer: BECKY DAULTON
Phone: (937) 455-7292
FAX: (937) 455-9133

To

FEDERAL SCREW WORKS
535 GRISWOLD ST STE 2400
DETROIT, MI 48226

Ship To

GENERAL PRODUCTS
1411 WOHLERT STREET
ANGOLA, IN 46703

DELPHI DIRECTED SOURCING AGREEMENT

FEDERAL SCREW WORKS ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by **GENERAL PRODUCTS** and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description
DELPHI PART

Delphi {Tier 1} Buyer
TOM IOANES

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

1. Purchase of Product. During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

<u>Part Number</u>	<u>Description</u>	<u>Price Per Thousand</u>	<u>Currency</u>	<u>Req. %</u>	<u>Weekly Capacity*</u>	<u>Begin Date</u>	<u>End Date</u>
11094487	NUT - HEXAGON HEAD M12	89.70	USD	100	0	01/02/00	12/31/00

Country of manufacture is U.S.A.

*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Joan Philpot
 Phone: (937) 455-9588

2. Term. With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.

3. Information. Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.

4. Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.

5. Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.

6. Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

ACCEPTED AND AGREED TO:

FEDERAL SCREW WORKS

By: _____
(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

Phone: _____

Dated: _____

Return to: BECKY DAULTON 1-08
DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Phone: (937) 455-7292
FAX: (937) 455-9133


GENERAL PRODUCTS CORPORATION

2400 EAST SOUTH STREET
JACKSON, MICHIGAN 49201
(517) 764-2730 • FAX (517) 764-5843

PURCHASE ORDER
BLANKET
PURCHASE ORDER NUMBER

B 10004424

VENDOR CODE

S00115

EFFECTIVE DATE: 12/23/97
EXPIRATION DATE: 12/31/03

PAGE NUMBER

1 of 2

IP CORPORATION
1225 UTICA ROAD
P.O. BOX 189002
UTICA, MI 48318-9002

CONTACT: RON HOLLIS
PHONE: (810)254-1320
FAX #: (566)726-5665

CURRENCY:

3636 CONFIRMATION ORDER 3636

PAYMENT TERMS		FREIGHT TERMS		TAXABLE	CARRIER	
VENDOR PART NUMBER ITEM DESCRIPTION	UOM	TAXABLE	DATE REQUIRED	QUANTITY ORDERED		EXTENSION
				INDIANA	FREIGHT	
INTERNAL #: 11096651 BOLT, BUSHING SATURN LS C.A. PARTS MANUFACTURED AGAINST THIS PURCHASE ORDER ARE TO BE IN COMPLIANCE WITH THE CURRENT DRAWING AND SPECIFICATIONS DEFINED HEREIN: CHANGE - NONE 12/22/93	EA				0.207420	



From

Automotive Systems

Agreement No: 001022-00

Date Issued: 03/31/2000

DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Buyer: BECKY DAULTON
Phone: (937) 455-7292
FAX: (937) 455-9133

To

ELCO INDUSTRIES INC
1111 SAMUELSON RD
ROCKFORD, IL 61125

Ship To

GENERAL PRODUCTS
1411 WOHLERT STREET
ANGOLA, IN 46703

DELPHI DIRECTED SOURCING AGREEMENT

ELCO INDUSTRIES INC ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by **GENERAL PRODUCTS** and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description
DELPHI PART

Delphi {Tier 1} Buyer
TOM IOANES

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

1. Purchase of Product. During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

<u>Part Number</u>	<u>Description</u>	<u>Price Per Thousand</u>	<u>Currency</u>	<u>Req. %</u>	<u>Weekly Capacity*</u>	<u>Begin Date</u>	<u>End Date</u>
11093961	SCREW - M6	58.47	USD	100	0	01/02/00	12/31/00

OK
ADM.
Country of manufacture is U.S.A.

*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Joan Philpot
Phone: (937) 455-9588

2. Term. With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.

3. Information. Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.

4. Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.

5. Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.

6. Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

ACCEPTED AND AGREED TO:

ELCO INDUSTRIES INC

By: _____
(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

Phone: _____

Dated: _____

Return to: BECKY DAULTON 1-08
DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Phone: (937) 455-7292
FAX: (937) 455-9133

DELPHI (Part 12) Pg 15 of 20

From

Automotive Systems

Agreement No: 001280-02
Date Issued: 12/19/2003

DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Buyer: CAROL HOLLEY
Phone: (937) 455-7605
FAX: (937) 455-9133

To

Ship To

GEBRUENDER BINDER GMBH
MASTENWEG 5
WELDENSTETTEN, D89197
GERMANY

GENERAL PRODUCTS
1411 WOHLERT STREET
ANGOLA, IN 46703

DELPHI DIRECTED SOURCING AGREEMENT

GEBRUENDER BINDER GMBH ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by **GENERAL PRODUCTS** and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description
DELPHI PART

Delphi {Tier 1} Buyer
CESAR BERNARE

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

EXTEND AGREEMENT THRU 12/31/04

1. Purchase of Product. During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

Part Number	Description	Price Per Thousand	Currency	Req. %	Weekly Capacity*	Begin Date	End Date
0575472	SUPPORT - PRESSURE HOSE	✓ 368.12	EUR	100	0	01/01/02	12/31/04
90575473	SUPPORT - PRESSURE HOSE	/ 368.12	EUR	100	0	01/01/02	12/31/04

Country of manufacture is Germany

*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Amanda McCoy
Phone: (937) 455-7990

2. Term. With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.

3. Information. Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.

4. Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.

5. Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.

6. Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

ACCEPTED AND AGREED TO:

GEBRUDER BINDER GMBH

By: _____
(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

Phone: _____

Dated: _____

Return to: CAROL HOLLEY 1-08
DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Phone: (937) 455-7605
FAX: (937) 455-9133

CONTRACT REVIEW	
Part Number:	✓
Unit Price:	✓
Tooling Amount:	N/A
Effective Date:	1/1/04 thru 12/31/04
Other:	
GP Quote Number: N/A	
Tooling Capacity: N/A	
Production Plant: Dayton	
Design Revision: S	
Terms & Conditions: ✓	
1/9/04	Date
 Michael D. Dask Account Manager	

CC: T. Marno

~~DELPHI~~ (Part 12) Pg 18 of 20

From

Automotive Systems

DELPHI ENERGY & CHASSIS SYSTEMS
 P.O. BOX 1042
 DAYTON, OH 45401

Agreement No: 001296-02
 Date Issued: 12/19/2003

Buyer: CAROL HOLLEY
 Phone: (937) 455-7605
 FAX: (937) 455-9133

To

HUGO BAUER
 GEORGESTR 16 WALD
 SOLINGEN, DE 42701
 GERMANY

Ship To

GENERAL PRODUCTS
 1411 WOHLERT STREET
 ANGOLA, IN 46703

DELPHI DIRECTED SOURCING AGREEMENT

HUGO BAUER ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by **GENERAL PRODUCTS** and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description
 DELPHI PART

Delphi {Tier 1} Buyer
 CESAR BERNABE

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

EXTEND AGREEMENT THRU 12/31/04

1. Purchase of Product. During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

<u>Part Number</u>	<u>Description</u>	<u>Price Per</u>	<u>Req.</u>	<u>Weekly</u>	<u>Begin</u>	<u>End</u>
		<u>Thousand</u>	<u>Currency</u>	<u>%</u>	<u>Capacity*</u>	<u>Date</u>
1539036	BRAKE HOSE CLIP	25.16	EUR	100	0	01/01/02 12/31/04

Country of manufacture is Germany

*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Amanda McCoy
Phone: (937) 455-7990

2. Term. With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.

3. Information. Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.

4. Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.

5. Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.

6. Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

ACCEPTED AND AGREED TO:

HUGO BAUER

By: _____
(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

Phone: _____

Dated: _____

Return to: CAROL HOLLEY 1-08
DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Phone: (937) 455-7605
FAX: (937) 455-9133

CONTRACT REVIEW

Part Number: <input checked="" type="checkbox"/>	GP Quote Number: <input type="checkbox"/>
Unit Price: <input checked="" type="checkbox"/>	Tooling Capacity: <input type="checkbox"/>
Tooling Amount: <input type="checkbox"/> N/A	Production Plant: <input type="checkbox"/> Dayton
Effective Date: <input type="checkbox"/> 11/04 thru 12/31	Design Revision: <input type="checkbox"/> 1
Other: <input type="checkbox"/>	Terms & Conditions: <input type="checkbox"/>

1/9/04
Date
Michael D. Fischer
Account Manager

CC: T. Mamo